

COOPERATION AGREEMENT
BETWEEN
TECHNOLOGY SERVICES OF
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
AND
THE SAUDI ARABIAN STANDARDS ORGANIZATION
OF THE KINGDOM OF SAUDI ARABIA
CONCERNING TECHNICAL COOPERATION ON STANDARDS-RELATED ACTIVITIES

Article I. Scope and Objectives

Technology Services of the National Institute of Standards and Technology (hereinafter referred to as “NIST”) and the Saudi Arabian Standards Organization of the Kingdom of Saudi Arabia (hereinafter referred to as “SASO”) hereby agree to cooperate on standards-related activities.

The purpose of this Agreement is to provide a framework for technical cooperation between NIST’s Technology Services and SASO (hereinafter referred to as the “Parties”) with respect to standards-related activities.

Article II. Cooperative Activities

The Parties intend to support cooperation in the field of standards and related technical information. Cooperation may include the following:

1. Joint or cooperative programs and projects of mutual benefit in different fields of standardization, such as preparation of standards, metrology, quality control, technical information services, and in other areas relating to standards development and implementation.
2. Training of SASO staff members in various standardization fields within the Kingdom of Saudi Arabia and in the United States.
3. Participation of the Parties in organizing and conducting technical seminars, symposia and field visits within Kingdom of Saudi Arabia and in the United States.
4. Assignment of short term experts to work in various standardization fields.
5. Any other standards-related activities to be proposed by either Party and to be approved by the other Party, as an appendix to this Agreement.

Article III. Financial Resource Considerations

Cooperative activities under this Agreement shall be subject to the availability of fiscal and

human resources. Neither Party is required to obligate funds under this Agreement.

Article IV. Responsibility for Transmitting Information

Information transmitted by one Party under this Agreement will be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use of, or the application by, the receiving Party or any third Party.

Article V. Point of Contact

Each Party will designate a Point of Contact who shall be responsible for communications regarding administrative and liaison questions. This is not intended to inhibit in any way direct communication on technical matters between cooperating scientists and engineers. The Director of Technology Services at NIST and the Director General of SASO shall be the initial points of contact. Either may be changed by written notice by the designating Party to the other.

Article VI. Intellectual Property

- A. **Background Inventions.** No rights to Background Inventions are conveyed by this Agreement.
- B. **Copyrights.** Pursuant to Section 105 of title 7 of the United States Code, data prepared by NIST employees, and data prepared jointly by NIST employees and collaborator employees, are not subject to copyright in the United States. This agreement does not otherwise affect the ability of either party to obtain copyright in their respective works or joint copyright in jointly created works.
- C. **Publication.** The parties are encouraged to make publicly available the results of their research.
- D. **Agreement Inventions.**
 - 1. Ownership and licensing rights to inventions created under this agreement, if any, should be determined at the time the invention is made and in accordance with laws, regulations and treaties applicable to the owning party(ies). Inventions created solely by employees of one party shall be owned by that party. Inventions jointly created by employees of both parties shall be jointly owned by the parties.
 - 2. Patent applications. Each party may file patent applications on their respective inventions. The parties shall coordinate filing of patent applications on jointly owned inventions.
 - 3. Licensing. The parties shall coordinate the commercial licensing of jointly owned inventions.

Article VII. Entry into Force, Termination and Renewal

This Agreement shall enter into force upon signature by both Parties and shall remain in force for five (5) years, unless terminated earlier by either Party.

This Agreement may be amended or extended by written agreement of the Parties.

Article VIII. Non-Binding

This Agreement is a statement of intent and is not legally binding upon the Parties. This Agreement shall not create legally foreseeable rights and cannot be the basis of any legal claim between the Parties to this Agreement.

Signed in Dubai on 14th, Oct. 2008 in duplicate, in both the English and the Arabic languages, both texts being equally authentic and compared.

FOR TECHNOLOGY SERVICES OF
THE NATIONAL INSTITUTE OF
STANDARDS AND TECHNOLOGY:



Signature

Dubai, UAE

Place

14 Oct 2008

Date

FOR THE SAUDI ARABIAN STANDARDS
ORGANIZATION OF THE KINGDOM OF
SAUDI ARABIA:



Signature

د. - دولة الامارات العربية المتحدة

Place

14 Oct 2008

Date